

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JOE N. POWELL, SR., as Independent)
Administrator of the estate of LULA M.)
POWELL,)
Plaintiffs,)
v.) No. 14 C 174
UNITED STATES OF AMERICA;)
ROSELAND COMMUNITY HOSPITAL) Judge Blakey
ASSOCIATION, a corporation d/b/a)
ROSELAND COMMUNITY HOSPITAL;)
EMERGENCY MEDICAL SPECIALISTS,)
S.C.; and LARRY MITCHELL, M.D.,)
Defendants.)

**STIPULATION OF DISMISSAL WITH
PREJUDICE PURSUANT TO FED. R. CIV. P. 41(a)**

Pursuant to the Stipulation for Compromise, Settlement, and Release attached hereto as Exhibit A, plaintiff Joe N. Powell, Sr., as Independent Administrator of the estate of Lula M. Powell, by his undersigned counsel, and defendant United States of America, by its attorney, Joel R. Levin, Acting United States Attorney for the Northern District of Illinois, hereby stipulate to the dismissal of the above-captioned case, with prejudice, with each party to bear their own costs and attorneys' fees.

Respectfully submitted,

Counsel for plaintiff:

s/ Keith A. Hebeisen
KEITH A. HEBEISEN
Clifford Law Offices, P.C.
120 North LaSalle Street, Suite 3100
Chicago, Illinois 60602
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kah@cliffordlaw.com

Counsel for defendant United States:

JOEL R. LEVIN
Acting United States Attorney

By: s/ Sarah J. North
SARAH J. NORTH
Assistant United States Attorney
219 South Dearborn Street
Chicago, Illinois 60604
(312) 353-1413
sarah.north@usdoj.gov

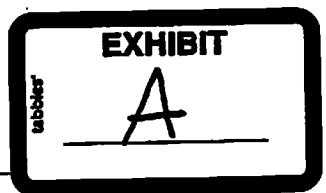
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ASSOCIATION, a corporation d/b/a)
ROSELAND COMMUNITY HOSPITAL;)
EMERGENCY MEDICAL SPECIALISTS,)
S.C.; and LARRY MITCHELL, M.D.,)
Defendants.)

**STIPULATION FOR COMPROMISE, SETTLEMENT, AND RELEASE OF
FEDERAL TORT CLAIMS ACT CLAIMS PURSUANT TO 28 U.S.C. § 2677**

It is hereby stipulated by and between Joe N. Powell, Sr., as Independent Administrator of the Estate of Lula M. Powell, and the United States of America (collectively, "the parties"), by and through their respective attorneys, as follows:

1. The parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned action under the terms and conditions set forth in this Stipulation for Compromise, Settlement, and Release (the "Settlement Agreement").
2. The United States of America agrees to pay Joe N. Powell, Sr., as Independent Administrator of the Estate of Lula M. Powell, the sum of \$35,000, which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of, any and all known and unknown,



4. This Settlement Agreement is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States, its agents, servants, or employees, and it is specifically denied that they are liable to Joe N. Powell, Sr., as Independent Administrator of the Estate of Lula M. Powell. This Settlement Agreement is entered into by the parties for the purpose of compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation.

5. It is also agreed by and between the parties to dismissal of the above-captioned action with prejudice pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), with each of the parties to bear their own costs, fees, and expenses, and that any attorney=s fees will be paid out of the settlement amount and not in addition thereto.

6. It is also understood by and between the parties that pursuant to 28 U.S.C. § 2678, attorney's fees for services rendered in connection with this action shall not exceed 25 percent of the amount of the compromise settlement.

7. The persons signing this Settlement Agreement warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement.

8. Payment of the settlement amount will be made by government electronic funds transfer as per the following:

- A. Name of Bank: JPMorgan Chase Bank
- B. Street Address of Bank: [REDACTED]
- C. City, State and Zip Code of Bank: Chicago, Illinois
- D. Routing Number: [REDACTED]
- E. Name of Account: Clifford Law Offices, P.C. – Trust Account
- F. Account Number: [REDACTED]

The attorney for Joe N. Powell, Sr., as Independent Administrator of the Estate of Lula M. Powell, agrees to distribute the settlement proceeds to Joe N. Powell, Sr. Payment of the settlement is

subject to there being sufficient funds in the account established by Congress (42 U.S.C. § 233(k)) for payment of settlements and judgments of claims subject to the Federally Supported Health Centers Assistance Act of 1992 and 1995 to pay the settlement in its entirety. 42 U.S.C. §§ 233(g), *et seq.*

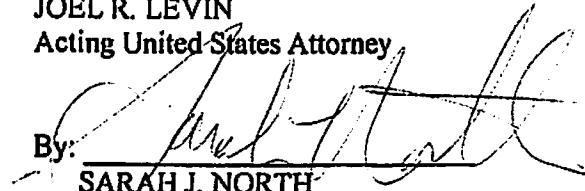
9. The parties agree that this Settlement Agreement, including all its terms and conditions and any additional agreements relating thereto, may be made public in its entirety, and Joe N. Powell, Sr., as Independent Administrator of the Estate of Lula M. Powell, expressly consents to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

10. It is contemplated that this Settlement Agreement may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

11. This Settlement Agreement contains the entire agreement between the parties with respect to the subject of this litigation and supersedes all prior negotiations and writings regarding this matter. Any modification of this Settlement Agreement may be made only in a writing signed by or on behalf of all parties.

Attorney for United States:

JOEL R. LEVIN
Acting United States Attorney

By: 

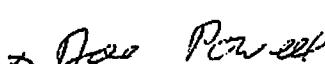
SARAH J. NORTH
Assistant United States Attorney
219 South Dearborn Street
Chicago, Illinois 60604
(312) 353-1413

Executed this 19th day of ^{April} March, 2017.

Attorney for Joe N. Powell, Sr., as
Independent Administrator of the
Estate of Lula M. Powell:


KEITH HEBEISEN
Clifford Law Offices, P.C.
120 North LaSalle Street, Suite 3100
Chicago, Illinois 60602
(312) 899-9090

Executed this 14th day of ^{April} March, 2017.


JOE N. POWELL, SR.
347 E 119th PL
Chicago, IL 60628
773-785-6029

Executed this 14th day of ^{April} March, 2017.